

## MARINE CARGO INSURANCE PROGRAM POLICY NUMBER 422897AL



## KEY FACTS

**ORBIS PARTNERS** (as brokers) provides an **ALL RISKS** marine cargo insurance policy based on the **INSTITUTE CARGO CLAUSES (A) - 2009** for the shipment of boats / yachts by the **Peters & May Group** of companies and **Transport Partners BV**. The insurance is underwritten by **HDI Global SE** as lead insurer.

In summary the **Institute Marine Cargo Clauses (A)**, hereafter ICC (A):

### Provide cover for:

1. Physical loss or damage to the yacht, machinery, equipment and contents caused by marine perils during loading / unloading and transit.
2. War, strikes, riots and civil commotions.
3. Yacht Owner's obligations / contributions in General Average situations.
4. Transhipments.

### Standard exclusions under ICC (A) terms include:

1. Wilful misconduct of the beneficiary.
2. Ordinary wear and tear.
3. Pre-existing damage.
4. Loss or damage, or expense caused by delay.
5. Loss or damage caused by the beneficiary's failure to properly package or prepare the yacht for shipment.
6. Loss / damage, expense arising from insolvency / default of the vessel owner, manager.
7. Personal property / articles left aboard the yacht during transit.

### Specific exclusions under this policy include (but are not limited to):

1. Loss or damage caused by rust, oxidation or discolouration
2. Loss or damage caused by or due to mechanical, electrical or electronical breakdown or derangement unless caused by a peril insured against and evidence of external damage.
3. Simple denting and scratching (as defined in the policy).

**PLEASE CAREFULLY READ ALL THE POLICY TERMS AND EXCLUSIONS TO DETERMINE COVERAGE AND EXCLUSIONS**

**PLEASE CONTACT | SUPPORT DEPARTMENT | ORBIS RISK PARTNERS  
[SUPPORT@ORBIS-PARTNERS.COM](mailto:SUPPORT@ORBIS-PARTNERS.COM) FOR ANY QUERIES ON  
COVERAGE/EXCLUSIONS**

## MARINE CARGO INSURANCE PROGRAM

**Policy Number:** 422897AL – Transport Partners / Peters & May

**Inception:** From May 24<sup>th</sup> 2022 until undetermined date as per policy cancellation clause

---

### POLICY TERMS AND CONDITIONS

The terms and conditions of the marine cargo insurance are contained in the certificate of insurance together with Sections 1 to 3 of this Policy 422897AL

#### SECTION 1: SPECIFIC CONDITIONS

**GOODS**

Any type of boat, motor boat, or sailing boat, commercial craft or barge, equipment, parts, modules, contents and appurtenances, containerized goods, along with cradles, and supports (hereinafter “Yachts”). Shipped on or below deck, same conditions apply.

Excluding: Personal belongings and valuables left on board (Precious metals, jewelry, jewels, money / cash, coins, stocks and bonds)

Damage or loss to the interior of the yacht, caused by improper fastening of furniture or other interior objects is not covered under this insurance policy.

**INTEREST**

Physical loss and/or damage to “Yacht(s)”, freight, insurance premium (in case of total loss), duties

**INCEPTION DATE**

From 24<sup>th</sup> of May 2022 at 00.00hrs (local time where the Assured’s interests attach) until undetermined date.

**CONVEYANCE**

Vessel, railroad, truck, barge and/or any other means of conveyance.

**LIMIT**

EUR 20.000.000 any one conveyance, any one storage location in the normal course of transit, on a first loss basis.

**BASIS OF VALUATION**

As per the insured value under Owners H&M policy, to be increased with maximum 10% for freight, duty, charges purposes

In case there is no Owners H&M policy in place, valuation to be based on recent Commercial Invoice / Bill of Sale or substantiated by recent current market value report.

**VOYAGES**

Worldwide (any port or place to port or place) according to the sanction limitation clause and excluding Iran, Cuba, North Korea, Syria, Myanmar and Crimea

**CONDITIONS/CLAUSES**

- All Risks as per Institute Cargo Clauses “A” dt. 1.1.09
- Excluding pre-existing damages

- Excluding rust, oxidation or discolouration
- Mechanical derangement clause; excluding loss or damage due to mechanical, electrical or electronical breakdown or derangement unless caused by a peril insured against and evidence of external damage.
- Claims are to be notified within two weeks after delivery
- Warranted Yacht/Boat is suitable, suitably designed to be carried as cargo
- Warranted cradles and/or other securing/loading and lashing material owned by the Co-assured is suitable for transport
- Subrogation Clause
- War Clauses (Cargo) dt. 1.1.09
- Institute Strikes Clauses dt. 1.1.09
- Simple denting and scratching is excluded as per attached clause
- Cargo Termination of Transit Clause (Terrorism) 2009.
- Institute radioactive contamination chemical, biological, bio-chemical, electro-magnetic weapons exclusion Clause dt. 10.11.03.
- Marine Cyber Endorsement (LMA 5403)
- Sanction Limitation and Exclusion Clause (LMA 3100 (amended))
- Clause Exclusion Infectious Disease as per insurer preference
- Clause « Abandonment and Piracy » dt. 29.11.12.
- Orbis Open Cover terms (“3. Particular Conditions”)

**ADDITIONAL SERVICES SUBJECT TO AGREEMENT (TO BE NOTED ON CERTIFICATE)**

Skipper delivery by qualified, approved, skipper in Europe (up to 600miles)
Trucking delivery to load port or from discharge ports (up to 1500km)
Trucking delivery for Ro/Ro/MAFI/Container to load port up to 1.100miles, or from discharge port to receiving facility up to 50 miles, and/or to/from specialist packing company up to 50 miles.
Skipper delivery to/from load/discharge ports by qualified, approved, skipper not over 500 nautical miles, outside Europe (additional distance on application).

**DEDUCTIBLE**

Shipment Type	Deductible
Lift-on/Lift-off Float-on/Float-off Out of gauge Flatrack	0,5% on the insured value with a minimum of EUR 1.000
Ro/Ro / MAFI / Container / in gauge Flatrack	0,5% on the insured value with a minimum of EUR 1.000
Road haulage up to EUR 250.000 when not part of marine transit	EUR 1.000
Road haulage up to EUR 2.500.000 when not part of marine transit	EUR 2.500

Deductible applies each and every claim except for sue and labour charges

**DEDUCTIBLE BUY-BACK OPTION**

Deductible Buy-Back to EUR 5.000  
To be declared prior to shipment/loading

Insured Value	Additional premium
EUR 1 to EUR 2,5mln	EUR 1.250
EUR 2,5 to EUR 5mln	EUR 2.500
>5mln	Case by case

**CLASSIFICATION CLAUSE**

Institute Classification Clause (01/01/2001) applies with following amendments; All vessels to be IACS classed and are not more than 25 years of age. IG P&I Club or accepted fixed premium facility (Please see attachment)

**LOADMASTERS**

Peters & May appointed loadmasters are present at each loading and discharge of a Peters & May Chartered vessel.

**TRANSSHIPMENT**

Cover includes transshipment and up to 60 days storage (in the normal course of transit)

**DURATION OF COVER**

Insurance attaches from the moment the Assured/Policy Holder takes control of the Yacht pursuant to its contractual obligations and until discharge or unloaded pursuant to its contractual obligations. Excludes Yacht handling not engaged by the Assured.

**TIMEBAR CLAUSE**

All Claims must be notified to Orbis Risk Partners within 14 days of discharge of the Yacht/Goods/Cargo. Notwithstanding the 14 day notice time bar provision for all Claims, the Insurers shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any Claim properly notified to the Insurer (i.e. in writing, within 14 days of the Goods/Cargo) unless suit is brought and written notice thereof given to the Company within 1 year from the date of discharge of the Goods/Cargo.

**SALVAGE & DEBRIS/WRECK REMOVAL**

Maximum liability of EUR 1.000.000 per occurrence

**APPROVED SKIPPING COMPANIES**

Yachting Gate GmbH, Universal Maritime, Alain Girard, Gulfstream, Bonin S.a.S. di Alessio Bonin & C°, Inmar, CSN/Centro Servizi Nautici SNC, Reliance Yacht Management and others upon simple acceptance of lead insurer.

**SURVEY WARRANTY CLAUSE**

A Marine Warranty Surveyor may be appointed by Insurers at port of loading to approve Assured's non liner part charter loadings, cribbing, lashing, and discharge plans, in the circumstances where:

1. The value of the yacht/boat is in excess of EUR 7.500.000; or
2. The yacht/boat is in excess of 35m length and/or 10m beam and/or 300mt weight; or
3. A tandem lift is required; or
4. Carrying Vessel is older than 20 years; or
5. The yacht/boat is not loaded/discharged at berth (i.e. at anchor); or

6. The yacht/boat will be transported on own cradle; or
7. The Cargo hull material is Aluminium or Carbon Fibre; or
8. Sailing yachts with a draft > 3,5 meter

**POLICY  
HOLDER/ASSURED**

Transport Partners BV (Bronkhorststraat 8, Steenberg 4651 Netherlands) and Peters & May Group of companies, as Policy Holder/Assured.

For and on behalf of their clients/certificate holders/Yachts owners hereafter referred to as (Co)-Assureds.

**LAW & JURISDICTION**

English Law – Dutch Court: Court of Rotterdam

**CLAIMS HANDLING  
PROCEDURE**

**Failure to comply with these instructions may prejudice your Claim.**

1. Inspect your Goods/Yacht immediately after receipt / discharge / delivery and if damage or loss is observed or even if it is only suspected – advise DP Legal [claims.pm@dpsurveys.com](mailto:claims.pm@dpsurveys.com) immediately quoting your certificate number.
2. Tel. (24/7): 0032 32 95 10 50.
3. Do not give/sign a clean receipt (if requested), but mark documents (e.g. shipping documents) by stating extent of damages suspected or noticed.
4. Take photos of the damage or suspected damage.
5. All notifications of damage/loss (or suspected damage/loss) must be made within 14 days of discharge/delivery/receipt, or the underwriters will reserve their right to decline cover.
6. You will be provided with a Claim Form, and instructions to complete the same. This form must be completed accurately and as soon as possible (if not all information is available, eg repair estimates, this can be provided at a later date). Once submitted you may be asked to provide additional information.
7. In the meantime, you should secure rights of recovery from third parties (Orbis Partners can assist you with this if required). Shipowners, lorry owners, other carriers, forwarding agents, warehouses, customs and port authorities must be:
  - requested to attend a joint survey;
  - requested to certify the loss or damage; and
  - held liable in writing.

Where loss or damage is apparent – these 3 steps should ideally be taken before taking delivery of your Yacht, or as soon as possible thereafter and in any event within 14 days of delivery.

Where loss or damage is not apparent – these 3 steps should be taken immediately upon discovery of said loss or damage and in any event within 14 days of delivery.



8. Care must be taken to minimize/mitigate loss or damage and to avoid further loss or damage. For instance, if potential or suspected damages have been noticed by you upon delivery and you wish to carry your boat to a different destination. Please always advise Claims Department in this respect ([claims.pm@dpsurveys.com](mailto:claims.pm@dpsurveys.com)).

If steps are required, including immediate repairs, to avoid further damage or loss, you must ensure that you undertake those steps or repairs at your initial cost. If you do not take such steps to mitigate losses, you will not be entitled to claim for additional damage/loss.

## SECTION 2: GENERAL CONDITIONS

1/1/09

### INSTITUTE CARGO CLAUSES (A)

#### RISKS COVERED

##### Risks

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.

##### General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

##### "Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

#### EXCLUSIONS

4. In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5.
  - 5.1 In no case shall this insurance cover loss damage or expense arising from
    - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
    - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
  - 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
  - 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.



7. In no case shall this insurance cover loss damage or expense
  - 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4 caused by any person acting from a political, ideological or religious motive.

## DURATION

### Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit,
 

continues during the ordinary course of transit

and terminates either

  - 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
  - 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.
- 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

### Termination of Contract of Carriage

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
  - 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,  
or
  - 9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

### Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## CLAIMS

### Insurable Interest

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject Matter insured at the time of the loss.
- 11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

### Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

### Constructive Total Loss

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

### Increased Value

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

- 14.2 Where this insurance is on Increased Value the following clause shall apply:  
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

## **BENEFIT OF INSURANCE**

15. This insurance
  - 15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
  - 15.2 shall not extend to or otherwise benefit the carrier or other bailee.

## **MINIMISING LOSSES**

### Duty of Assured

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
  - 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
  - 16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercisedand the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### Waiver

17. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subjectmatter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**AVOIDANCE OF DELAY**

18. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

**LAW AND PRACTICE**

19. This insurance is subject to English law and practice.

*NOTE:- Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

© Copyright: 11/08 - Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

**CL382**  
**01/01/2009**

## **SECTION 3: PARTICULAR CONDITIONS**

### **INSURED VALUE**

Unless otherwise provided for in the Specific Stipulations the insured value will be determined on the basis of the invoice value with the inclusion of all expenses till loaded onboard. This value also includes the value of the packing, freight advances, as well as freight earned and prepaid or freight still due. Notwithstanding a claim, the Underwriters will be obliged to indemnify loss and average both on the earned freight advances as on the objects and goods.

In the declared insured value the Assured may include without further clarification an expected profit and this will remain legally binding between parties. Any difference between the invoice value and the insured value will be considered by the Underwriters as a replacement value and/or expected profit. However, in case of casualty or arrival of the objects and goods before the insured value has been determined, the latter will be fixed as follows:

a) objects and goods sold

on the basis of the sales contract and/or sales invoice available on the day of casualty. This amount may be increased with the usual expected profit margin applicable to similar goods and voyages, unless a different margin has been provided for in the sales terms or has been requested by the buyer and conveyed to the seller prior to the casualty. This margin shall not exceed 25%.

b) objects and goods unsold

on the basis of the purchase invoice and/or sales contract and/or any other document indicating the actual value of the objects and goods. This value is to be increased by all expenses, including the costs of transport and manipulation, freight payable in advance, freight earned, non-refundable VAT, insurance premium and all other expenses. The amount so obtained will be increased by the usual profit margin which shall not exceed 25%.

It is agreed and understood that the monthly storage declaration will be issued on same basis.

Duties, excise, taxes, levies and freight payable at destination will be taken into account as long as they are actually due and as long as they have been included in the insurance declaration under this policy.

As the case may be, duties, excise, taxes, levies and freight payable at destination will be reimbursed in the same way as a claim on the goods.

### **RANKING OF CONDITIONS**

Ranking of conditions to avoid conflict of conditions according to the principle that the Specific conditions have priority above the Particular conditions which in turn have priority above the General conditions. In case of conflict between conditions of same rank, the Assured will be entitled to choose the set of conditions which is the most favourable.

**EQUIVALENCE CLAUSE**

Notwithstanding the inclusion in policies, certificates and declarations of equivalent clauses from foreign insurance markets, in case of claim the Assured will also be entitled to claim indemnity in accordance with the ICC insurance conditions supplemented by the Particular Conditions and Specific Stipulations of this open cover.

In respect of all Clauses referred to in this policy, the applicable version will be the one which was effective on the date of inception of risk.

**DECLARATIONS**

Declarations will be made by the assured as soon as possible after having received the documents enabling them to make such declarations or in any other manner provided for under their open cover, the insurance however not to be prejudiced by oversight, delay, error or involuntary omission by the Assured. However exceeding of sums insured have to be declared and agreed before risk inception.

**CLEAN-UP, REMOVAL AND DISPOSAL OF DEBRIS EXPENSES**

The expenses of cleaning-up, removal and disposal of debris are automatically covered without an additional premium up to an amount of EUR 500.000 in first loss, any one accident/series of accidents and/or 25% of the settlement in total loss, whichever is higher.

Should the Assured wish to increase this limit, he should place an explicit request with ORBIS who, prior to the inception of the risk, should agree upon an additional premium with the Underwriters.

All other stipulations of the below article remain in full force.

Subject to an express agreement and against adjustment of the premium to be agreed upon, the insurers will take for their account – without however exceeding a limit to be agreed – the costs of cleaning, removal and destruction of debris if same have been incurred following the implementation of a measure taken or ordered by a competent authority, or reasonably incurred by the Assured, considering the circumstances, and only in so as far as such costs are the consequence of a covered peril.

**FUMIGATION CLAUSE**

Should a fumigation of a conveyance or warehouse be ordered by a properly constituted authority, which subsequently results in direct loss to or damage to the insured interests, the Underwriter will reimburse the Assured for the entire damage caused by the fumigation.

Other damage or loss arising out of the fumigation of the goods will also be covered under this policy.

**INFESTATION VERMIN DAMAGE**

Damage or loss caused by vermin/infestation to the insured's interests is covered under this policy.

**WAR, STRIKES, RIOTS, CIVIL COMMOTION AND TERRORISM RISKS**

In addition to Art. 6 ICC A, it is understood that every claim be attributed to the occurrence of an ordinary risk, irrespective of the applicable insurance conditions. Proof to the contrary, i.e. the occurrence of a war risk has to be delivered by the

Underwriters, who reserve themselves the right of recourse against the underwriters covering the risks of War, Strikes, Riots, Civil Commotions and Terrorism.

#### **WAIVER OF RECOURSE**

The Underwriters agree not to exercise any recourse against the Policy Holder/Assured in his capacity of Charterer, unless with the Assured's consent.

The Underwriters will waive any claim against any physical or legal person (according to public or private law) whom the Assured has favoured, either contractually or legally with a waiver of recourse.

In case of a contractual waiver, the Assured agrees to advise ORBIS without delay and to pay a possible additional premium to be agreed. No additional premium to be charged in case of a charter party contractual waiver for shortages under a sealing clause.

Nonetheless, it is understood and agreed that the Underwriters' right of recourse will be maintained at all times against any liable party in connection with fraud, gross negligence and or wilful misconduct.

#### **SEAWORTHINESS**

The seaworthiness of a conveyance/vessel is hereby admitted between Policy Holder/Assured and Underwriter.

#### **SAFEGUARDS**

The Policy Holder/Assured makes a bona fide commitment to employ all possible safeguards to protect or to proceed to salvage the subject matter insured as a bonus pater familias.

The Assured also agrees to ensure that all necessary measures are taken in time in order to safeguard his rights and means of recourse against the carriers and all other liable third parties.

The Underwriters will waive the right to invoke the non-admittance of a claim if the Assured has failed within the required time-frame to take all necessary measures as stipulated in Art. 266 (232) and 267 (273) of the Belgian Commercial Code, as well as in Art. 7 and 8 of the Belgian Law dated 25 August 1891 regarding transport regulations.

In no case will the Assured have the obligation, after submission of a claim, to start proceedings against the liable third parties, nor will he have to arrange for the interruption of the time-frame. Should it be requested of him, the Assured will however render full assistance to the Underwriters.

When the Assured's mandatories such as agents, forwarders, warehouse keepers and the like prove that he has not had the possibility of taking the required measures in order to safeguard the recovery, the Underwriters will also waive the possibility of invoking the lapse of rights they could invoke against the Assured, as well as of claiming any compensation they could legally claim from him on account of the absence, irregularity or delay in terms of the reservations to be made.



**RECOURSE**

The Assured has a right of priority on the proceeds of the recovery equal to the deductible applied. In case of a joint recovery, the Underwriters and the Assured will pay the cost of such action, each in proportion to their share in the initial claim amount. Potential interests will be apportioned pro rata of each share in the recovery obtained.

Should, in terms of a recovery action by the Underwriters, the ultimate liability for loss and/or damage to goods and objects covered under this policy be partially or fully attributed to the Assured or Co-assured, the cargo Underwriters will then waive the recovery claim for the part of the loss and/or damage accountable to the Assured. This part is, however, not to exceed their underwriting share(s) in this policy.

Furthermore, all costs incurred by the Assured generated by the Underwriters' recovery action, will be fully compensated by the Underwriters.

**CLAIM DECLARATION**

Claims are to be submitted to ORBIS and/or the leading insurer. From the moment loss is proven to be recoverable under the policy, it will be paid by the insurer.

Any stipulations to the contrary notwithstanding, claims are payable to the bearer of the original policy or original certificate.

**ASSESSMENT OF CLAIMS**

The assessment of loss or damage will be done by survey, unless losses or damage are estimated not to exceed EUR 2.500 or equivalent in any other currency.

**CLAIMS SETTLEMENT**

The reimbursements due to the assured resulting from losses and damages covered under this policy will be paid for the full 100% to the assured without taking into account any collecting commission. Intervention costs to be calculated as per ABAM/BVT regulation.

**CANCELLATION CLAUSE**

The open cover will incept for a period of one year, it tacitly renews every year unless prior cancellation is given to ORBIS 60 days before the anniversary date.

The cancellation period is reduced to seven days for the risks of war, strikes and riots, and to 48 hours for the risks of strikes and riots for journeys to and from the United States of America.

It is hereby explicitly agreed that in case of a cancellation notice being served in accordance with the (afore-mentioned) provisions, the mutual obligations between the contractual parties will remain in force until the effective contract termination, which means only when the goods specified in the last regular insurance declaration have arrived at the final destination.

**EXPENSES**

a) All expenses approved by the Underwriters' surveyor and incurred in order to assess and/or prevent damages as well

as the Underwriters' surveyor's fees will be fully chargeable to the Underwriters even if such material damages are not recoverable under the policy.

- b) This also applies to the expenses of warehouse rental or of reforwarding incurred in order to protect the objects and goods against risks covered by this policy, and/or in case of failure of the carrier regardless of the circumstances and/or his financial situation.

The reforwarding expenses will however not be reimbursed should the Assured default on the freight payment due.

- c) Salvage and Assistance Expenses

The Underwriters will cover all salvage and assistance expenses up to the maximum limit provided for under the policy. Should salvage and/or assistance expenses be incurred without actual salvage resulting therefrom or should such expenses exceed the salvaged values, the Underwriters will reimburse such expenses irrespective of the reimbursement to be made in terms of the goods proper by means of either abandonment or particular average settlement, and this all without prejudice to the provisions of the final paragraph of Art. 17 of the Insurance Law dated 11.6.1874.

- d) Such expenses will be reimbursed in the same currency they have been incurred in and will not be deducted from the insured value, even if the maximum limit of the policy has been exceeded.
- e) In case of a F.I.O. (free in and/or out) shipment whereby the Assured is liable for the discharge of the objects and goods, the Underwriters will reimburse the Assured for all discharge-related costs and expenses, except demurrage, detention costs and the like, for which, according to the Charter Party or the freight certificate/document and/or the sales or purchase contract, the Assured is liable. Such reimbursement will only be made under the proviso that these additional costs and expenses in question are reasonable and can be attributed to a "sea peril" stipulated in the ICC or covered as per agreed conditions.
- f) Should the carrier exercise the liberty provided for in the contract of affreightment to ship the objects and goods to a destination other than indicated in the insurance instructions, cover note or policy, the Underwriters will reimburse all justified additional costs and expenses in respect of discharge, storage, reloading, reforwarding or any other justified additional expenses incurred in order to deliver the objects and goods to their final destination.

The expenses so incurred shall be reimbursed by the Underwriters in excess of the insured value up to a maximum of 25 % of the insured value of the objects and goods.

These expenses will be reimbursed in the same currency in which they have been charged.

## **LEADING UNDERWRITERS CLAUSE**

### **The Principle**

The co-underwriting companies and/or Lloyd's underwriters and/or underwriting agents hereby agree to recognize and comply with the decisions of the leading Underwriter. The term "Leading Underwriter" also comprises agents or representatives.

As a consequence, the co-insuring underwriters are irrevocably bound by every decision made by the leading Underwriter as if it had been made by themselves and which they will not challenge.

The scope of this Leading Underwriters Clause is unlimited, but for the exceptions mentioned hereunder

Should there be no agreement with the leading Underwriter, the Assured or the broker will have the possibility of consulting the co-underwriters and the decision of the majority, calculated proportionally to their share in the risk, will be binding on the minority, including the leading Underwriter.

### **Exceptions**

Each Underwriter will be free to make decisions in terms of the following aspects which are the only exceptions in terms of the application of the "Leading Underwriter Clause":

- the inclusion of the risks of : rejection, war, strikes, riots and civil commotion, terrorism, confiscation and expropriation by any competent authority;
- the increase of the policy limit;
- ex gratia payments;
- the change of the leading Underwriter;
- the inclusion of the risks of delay, inherent vice, consequential losses and loss of market;
- change of conditions of cancellation.

## CLAUSES

### “CLASSIFICATION CLAUSE”

**Clause of the Royal Belgian Association of Marine Insurers dd. 28 June 2001**

*Free and non-committal translation*

*In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

#### 1. QUALIFYING VESSELS

This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction or of other metallic alloys and classed with a Classification Society which is:

- 1.1 a Member or Associate Member of the International Association of Classification Societies (IACS\*),

or

- 1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not qualified as above are held covered at rates and conditions to be agreed, provided they are notified to underwriters as soon as the assured is privy to it.

#### 2. AGE LIMITATION

Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed:

- 2.1 bulk or combination carriers over 10 years of age;

- 2.2 other vessels over 15 years of age unless they :

2.2.1 have been used for the carriage of "general cargo" on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age,

or

2.2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

#### 3. CRAFT CLAUSE

The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

#### 4. NATIONAL FLAG SOCIETY

A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

For a current list of IACS Members and Associate Members please refer to the IACS website at [www.iacs.org.uk](http://www.iacs.org.uk)

## SUBROGATION CLAUSE

Insurer shall be entitled to, and shall where it is reasonable to do so, subrogate all losses and seek recourse from a party at fault. Insurer waives right of subrogation against the Assured. Insurer to hold the Assured harmless and indemnify the Assured for any and all losses howsoever and whatsoever as a result of any subrogated action or exercise of any subrogated right by Insurers, including legal costs”

## SIMPLE DENTING AND SCRATCHING EXCLUDED

Simple or superficial light denting and scratching which is to be expected when handling a yacht/boat as cargo/transporting the subject matter insured and which will never be fully avoided is not an insured peril covered under this policy

## MARINE CYBER ENDORSEMENT (LMA 5403)

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

LMA5403

11 November 2019

### (FOR USE ONLY WITH THE NEW MARINE POLICY FORM) INSTITUTE WAR CLAUSES (CARGO)

#### RISKS COVERED

##### Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
  - 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
  - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

##### General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

#### EXCLUSIONS

3. In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.7 any claim based upon loss of or frustration of the voyage or adventure

3.8 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. 4.1 In no case shall this insurance cover loss damage or expense arising from

4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out

prior to attachment of this insurance or

by the Assured or their employees and they are privy to such unfitness at the time of loading.

4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness

of the ship to carry the subject-matter insured to destination.

## **DURATION**

### Transit Clause

5. 5.1 This insurance

5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel

and

5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,

whichever shall first occur;

nevertheless,

*subject to prompt notice to the Insurers and to an additional premium*, such insurance

5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom,

and

5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.

5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the subject-matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2



5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these Clauses,

or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then *provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium*, this insurance reattaches

5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;

thereafter this insurance terminates in accordance with 5.1.4.

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Insurers.

5.5 *Subject to prompt notice to Insurers, and to an additional premium if required*, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

(For the purpose of Clause 5 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

#### Change of Voyage

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

## **CLAIMS**

### Insurable Interest

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

### Increased Value

9. 9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances

covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

9.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

### **BENEFIT OF INSURANCE**

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

10.2 shall not extend to or otherwise benefit the carrier or other bailee.

### **MINIMISING LOSSES**

#### Duty of Assured

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

#### Waiver

12. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

### **AVOIDANCE OF DELAY**

13. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

### **LAW AND PRACTICE**

14. This insurance is subject to English law and practice.

*NOTE:- Where a reattachment of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

© Copyright: 11/08 - Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

**CL385**

**01/01/2009**

---

*NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

**INSTITUTE STRIKES CLAUSES (CARGO)**

**RISKS COVERED**

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
  - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 1.3 any person acting from a political, ideological or religious motive.

General Average

1. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

**EXCLUSIONS**

3. In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
  - 3.8 any claim based upon loss of or frustration of the voyage or adventure
  - 3.9 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
4. 4.1 In no case shall this insurance cover loss damage or expense arising from
  - 4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

## **DURATION**

### Transit Clause

5. 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

5.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

5.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

5.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

5.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge, whichever shall first occur.

5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

### Termination of Contract of Carriage

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either

6.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,  
or

6.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

### Change of Voyage

7. 7.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

7.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their

employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## **CLAIMS**

### Insurable Interest

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

### Increased Value

9. 9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

9.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

## **BENEFIT OF INSURANCE**

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

10.2 shall not extend to or otherwise benefit the carrier or other bailee.

## **MINIMISING LOSSES**

### Duty of Assured

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### Waiver

12. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

## **AVOIDANCE OF DELAY**

13. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

## **LAW AND PRACTICE**

14. This insurance is subject to English law and practice.

*NOTE:- Where a continuation of cover is requested under Clause 6, or a change of destination is notified under*

*Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent*

upon compliance with this obligation.

© Copyright: 11/08 - Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

**CL386**  
**01/01/2009**

NOTE:- *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

### **TERMINATION OF TRANSIT CLAUSE (TERRORISM)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

- 1 Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

**either**

- 1.1 as per the transit clauses contained within the contract of insurance,

**or**

- 1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 1.4 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,

**or**

- 1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,
- 1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

**whichever shall first occur.**

2 If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

**JC2009/056**



01/01/2009

10/11/2003

**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL and ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from :

- 1.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 1.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- 1.5. any chemical, biological, bio-chemical, or electromagnetic weapon.

10/11/2003

**CLAUSE "ABANDONMENT & PIRACY"**

Clause No. CE103 of the Royal Belgian Association of Transport Insurers  
dated November 29<sup>th</sup>, 2012

*Free and non-committal translation – in case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

By derogation of all conflicting contractual and/or legal stipulations, the abandonment in the event of capture by pirates or piracy can only be invoked after 18 months counting from the date on which the Assured had knowledge hereof.

In case of settlement by way of total loss pursuant to the rejection of the abandonment by the Insurers and if the Assured is put in possession of the insured goods and objects, the Assured commits himself to the reimbursement of the indemnity received, limited however to the residual value of the goods and objects calculated according to the policy conditions and after deduction of all expenses reasonably incurred by the Assured and with Insurers' agreement in order to preserve the insured goods and objects at risk.

By derogation of all conflicting contractual and/or legal stipulations, the settlement by way of total loss pursuant to the rejection of the abandonment by the Insurers is subject to the Insurers' right to demand a security from the Assured, prior to proceeding with the settlement in total loss, this in order to guarantee the Assured's obligation to reimburse.

Neither interests nor bank charges will be taken into consideration.

## **SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA 3100 (amended))**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom as well as United States of America insofar as they are not in contradiction to the legislative provisions applicable to the insurer concerned.

### **CLAUSE EXCLUSION INFECTIOUS DISEASE**

This insurance does not cover any damage, loss, costs or expenses or liability of insured caused by a human infectious disease which has been:

1. declared as an epidemic by a government, competent local authority or any other body with the same authority; or
2. proclaimed as a pandemic or characterized as a pandemic by the World Health Organization (WHO).

### **"EXCLUSION OF INFECTIOUS DISEASE"**

**Clause no. CE216 of the Royal Belgian Association of Marine Insurers dd. 22 October 2020**

*Free and non-committal translation*

*In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

This insurance does not cover any damage, loss, expenses or liability of insured caused by a human infectious disease, which has been declared as an epidemic by a government, competent local authority or any other body with the same authority, or proclaimed as a pandemic or characterized as a pandemic by the World Health Organization (WHO).

---

**Lead Underwriter** - HDI Global SE, the Netherlands

#### **Orbis Risk Partners NV**

VAT BE 0862.447.982 -  
Registered FSMA No. 115532 A  
Rijnkaai 18A, 2000 Antwerp  
Belgium